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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 ORANGE COUNTY COASTKEEPER, a
11 California non-profit corporation,

12 Plaintiff,

13 v.
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15 HIXSON METAL FINISHING, a California
16 corporation; FPC Management LLC, a
17 California limited liability company; Reid
18 Washbon, an individual, as Trustee of the
19 Reid Washbon Trust,

20 Defendants.
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Civil Case No.: 8:22-cv-00932-JVS
(DFMx)

**SECOND AMENDMENT TO
CONSENT DECREE [28]**

**(Federal Water Pollution Control
Act, 33 U.S.C. §§ 1251 *et seq.*)**

SECOND AMENDMENT TO CONSENT DECREE

The following Second Amendment to the Consent Decree (this “Second Amendment”) is entered into by and among Plaintiff Orange County Coastkeeper (“Coastkeeper”) and Defendants Hixson Metal Finishing, FPC Management LLC, and Reid Washbon, Trustee of the Reid Washbon Trust (collectively, “Defendants”). The entities entering into this Second Amendment are each an individual “Settling Party” and collectively the “Settling Parties.”

RECITALS

A. WHEREAS, Coastkeeper is a non-profit public benefit corporation organized under the laws of the State of California;

B. WHEREAS, Coastkeeper’s mission is to protect swimmable, drinkable, fishable water and promote watershed resilience throughout our region;

C. WHEREAS, Hixson Metal Finishing is a metal finishing and non-destructive testing facility servicing the aerospace and defense industries;

D. WHEREAS, FPC Management LLC owns the real property underlying a portion of Hixson’s industrial operations conducted at 861 Production Place, Newport Beach, CA 92663;

H. WHEREAS, the real property underlying a portion of Hixson’s industrial operations conducted at 816 Production Place, Newport Beach, CA 92663 is owned by the Reid Washbon Trust, and Mr. Reid Washbon is the trustee;

I. WHEREAS, Defendants own real property and/or operate a metal finishing and testing facility at 816 and 817-861 Production Place, Newport Beach, California 92663 (the “Facility”);

J. WHEREAS, Defendants’ operations at the Facility result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

K. WHEREAS, the Parties entered into a Consent Decree entered by this Court on December 2, 2022;

1 Plan requirements set forth on Paragraph 22 below.”

2 3. Paragraph 29.1 of the Consent Decree shall be amended and restated
3 in its entirety as follows:

4 “If Hixson is unable to meet the Extended Preferred BMP Deadline, Hixson will
5 make an additional payment of Five Thousand Dollars (\$5,000) to partially defray costs
6 associated with Coastkeeper’s monitoring of Hixson’s compliance with this Consent
7 Decree. Such payment shall be made by May 1, 2024. Payment shall be delivered via
8 certified mail or overnight delivery to: Orange County Coastkeeper, 3151 Airway
9 Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.”

10 4. Paragraph 31.1 of the Consent Decree shall be amended and restated
11 in its entirety as follows:

12 “31.1 If Hixson completes the installation or construction of Advanced BMPs after
13 the Preferred BMP Deadline, but before the Extended Preferred BMP Deadline (i.e.
14 between December 1, 2023 and April 15, 2024), Hixson shall pay an additional Seven
15 Thousand and Five Hundred Dollars (\$7,500) to the Newport Bay Conservancy to fund
16 environmental project activities that will benefit Southern California waters, including
17 restoration and/or preservation of Newport Bay. The payment shall be made by May 1,
18 2024. The payment to the Newport Bay Conservancy shall be made as instructed in
19 Paragraph 31 above. Hixson shall provide Coastkeeper with a copy of such payment and
20 copy Coastkeeper and its attorneys on any related correspondence.”

21 5. A new Paragraph 31.2 shall be added to the Consent Decree as
22 follows:

23 “31.2 If Hixson is unable to meet the Extended Preferred BMP Deadline, Hixson
24 will make an additional payment of Fourteen Thousand and Five Hundred Dollars
25 (\$14,500) to the Newport Bay Conservancy to fund environmental project activities that
26 will benefit Southern California waters, including restoration and/or preservation of
27 Newport Bay. The payment shall be made by December 1, 2024. The payment to the
28 Newport Bay Conservancy shall be made as instructed in paragraph 31 above. Hixson

1 shall provide Coastkeeper with a copy of such payment and copy Coastkeeper and its
2 attorneys on any related correspondence.”

3 6. All other provisions of the Consent Decree shall remain in full force
4 and effect, unaltered by this Second Amendment.
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1 **IN WITNESS WHEREOF**, the undersigned have executed this Second
2 Amendment as of the date first set forth below.

3
4 APPROVED AS TO CONTENT

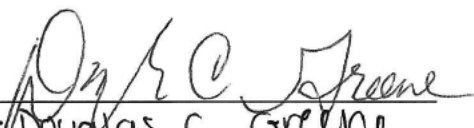
5
6 Dated: _____, 2023

By: _____

Garry Brown

Orange County Coastkeeper

7
8
9 Dated: November 2, 2023

By: 

Name: Douglas C. Greene

Title: President Hixson Metal Finishing

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11
12 Dated: _____, 2023

By: _____

Name: _____

Title: _____

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15 Dated: _____, 2023

By: _____

Name: _____

Title: _____

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19 APPROVED AS TO FORM

20 ORANGE COUNTY COASTKEEPER

21
22 Dated: _____, 2023

Barry Lee

Attorney for Plaintiff

Orange County Coastkeeper

23
24
25 STILES POMEROY LLP

26 Dated: November 2, 2023

By: 


Name: Charles H. Pomeroy

Title: Attorney for Defendants

APPROVED AS TO CONTENT

By: _____
Garry Brown
Orange County Coastkeeper

By: _____
Name: _____
Title: _____

By: 
Name: ADAM MIKKELSEN
Title: MANAGER, FPC MANAGEMENT
LLC

By: _____
Name: _____
Title: _____

ORANGE COUNTY COASTKEEPER

Barry Lee
Attorney for Plaintiff
Orange County Coastkeeper

By: _____
Name: _____
Title: _____

1 **IN WITNESS WHEREOF**, the undersigned have executed this Second
2 Amendment as of the date first set forth below.

3
4 APPROVED AS TO CONTENT

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6 Dated: _____, 2023

By: _____
Garry Brown
Orange County Coastkeeper


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9 Dated: _____, 2023

By: _____
Name: _____
Title: _____

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12 Dated: _____, 2023

By: _____
Name: _____
Title: _____

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15 Dated: 11-2, 2023

By: 
Name: REID WASHBURN
Title: OWNER

16
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19 APPROVED AS TO FORM

20 ORANGE COUNTY COASTKEEPER

21
22 Dated: _____, 2023

Barry Lee
Attorney for Plaintiff
Orange County Coastkeeper

STILES POMEROY LLP


23
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25
26 Dated: _____, 2023

By: _____
Name: _____
Title: _____

1 **IN WITNESS WHEREOF**, the undersigned have executed this Second
2 Amendment as of the date first set forth below.

3
4 **APPROVED AS TO CONTENT**

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6 Dated: November 27, 2023

By: 
Garry Brown
Orange County Coastkeeper

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9 Dated: _____, 2023

By: _____
Name: _____
Title: _____

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12 Dated: _____, 2023

By: _____
Name: _____
Title: _____


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15 Dated: _____, 2023

By: _____
Name: _____
Title: _____

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19 **APPROVED AS TO FORM**

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21
22 Dated: November 27, 2023

ORANGE COUNTY COASTKEEPER


Barry Lee
Attorney for Plaintiff
Orange County Coastkeeper

STILES POMEROY LLP

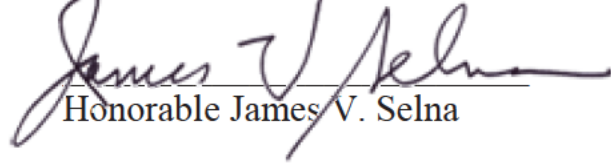
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24
25
26 Dated: _____, 2023

By: _____
Name: _____
Title: _____

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2 **IT IS SO ORDERED.**

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4 Dated: December 6, 2023

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA


Honorable James V. Selna